which may flow from such negligence. See *Smith* v. *London & Southwestern Ry. Co.*, L. R. 6 C. P. 14, 21, *per* Channel, B. and Blackburn, J. See Jeremiah Smith, *supra*, 25 HARV. L. REV. 241–246.

SALES — CHATTEL MORTGAGES — TRUST RECEIPT INVALID UNLESS PROPERTY COMES FROM THIRD PARTY. — The bankrupt borrowed money from the petitioner giving a demand note and as security therefor a document purporting to be a trust receipt setting aside certain dolls as the property of the petitioner. This document was not recorded and the dolls remained continuously in the possession of the bankrupt. The receiver having refused to deliver possession of these dolls, the petitioner obtained an order from the District Court directing delivery. *Held*, that the order be reversed. *In re A. E. Fountain, Inc.*, 67 N. Y. L. J. No. 149 (2nd Circ.).

A trust receipt is generically a chattel mortgage. But when properly used, the resulting legal consequences differ materially from those of an ordinary chattel mortgage. *In re Dunlap Carpet Co.*, 206 Fed. 726, 730 (E. D. Pa.); *Moors* v. *Kidder*, 106 N. Y. 32, 44, 12 N. E. 818. See Karl T. Frederick, "The Trust Receipt as Security," 21 COL. L. REV. 395, 403. Where the holder of the trust receipt derives his security title from a party other than the one responsible for the satisfaction of the obligation which the property secures, then for reasons of business necessity and on a balance of conveniences, the courts do not require recording. *In re Cattus*, 183 Fed. 733 (2nd Circ.). See Samuel Williston, "The Progress of the Law, — Sales," 34 HARV. L. REV. 741, 758. But where this salient characteristic of the trust receipt situation is absent, the facts resolve themselves into the ordinary case of a chattel mortgage and peculiar considerations of policy do not apply. *In re Gerstman*, 157 Fed. 549 (2nd Circ.); *In re Shulman*, 206 Fed. 129 (E. D. Pa.). See Karl T. Frederick, *supra*, 21 COL. L. REV. 395, 417, 418. The life of the doctrine of the trust receipt has been short but so far adventurous. This case should serve to warn the business man and the practitioner in search of some method of creating a secret lien, that this device will help them little. If the policy of the law has been relaxed in any way, it has been only within narrow limits. And *cf. Commercial etc. Bank.* v. *Canal Bank.*, 239 U. S. 520.

SPECIFIC PERFORMANCE — DEFENSES — LACK OF MUTUALITY IN NEW YORK. — The vendees assigned the defendant's contract to convey realty, to the plaintiff, who did not assume the burdens of the contract. The Appellate Division reversed a decree of specific performance. *Held*, that the judgment be reversed. *Epstein* v. *Gluckin*, 233 N. Y. 490, 135 N. E. 861.

The earliest New York decision on mutuality required simply mutuality of obligation, that is, consideration. See *German* v. *Machin*, 6 Paige Ch. (N. Y.) 288, 292. Avoiding Fry's extreme theory, the court seemed later to have adopted Pomeroy's view that at the time of a bill there must be mutuality of remedy. *Wadick* v. *Mace*, 191 N. Y. 1, 83 N. E. 571; *Levin* v. *Dietz*, 194 N. Y. 376, 87 N. E. 454. See 5 POMEROY, EQUITY JURISPRUDENCE, 4 ed., § 2191. *Cf.* FRY, SPECIFIC PERFORMANCE OF CONTRACTS, 6 ed., §§ 460–476. The justice these rules were vaguely seeking is served, according to the present opinion, by a requirement that a decree protect the defendant, as well as the plaintiff. See AMES, LECTURES ON LEGAL HISTORY, 370; 3 WILLISTON, CONTRACTS, §§ 1433–1440. See also, William Draper Lewis, "Specific Performance of Contracts — Defense of Lack of Mutuality," 40 AM. L. REV. 270, *et seq.;* Harlan F. Stone, "The 'Mutuality' Rule in New York," 16 COL. L. REV. 443; 23 HARV. L. REV. 294. Under any statement of the mutuality rule, an assignee should